

LERNER & ROWE INJURY ATTORNEYS, a Nevada Corporation,

Plaintiffs,

v.

ARTURO CONTRERAS; ARIZONA EMERGENCY MEDICINE SPECIALISTS, P.C.; AR RESOURCES, INC.; ACCIDENT LENDING GROUP, LLC d/b/a AccidentLoan.com; NEVADA SPINE CLINIC; SMOKE RANCH SURGERY CENTER, LLC; PBS ANESTHESIA, LLC; RAXO DRUGS, INC.; NEVADA ANESTHESIA CONSULTANTS (Ross, Garetto & Habashy) LLP; DOES I – V; and ROE CORPORATIONS I – V;

Defendants.

**COMPLAINT IN INTERPLEADER**  
*Action in Equity*

- 1 -

**I.**

At all times relevant hereto, Plaintiff LERNER & ROWE INJURY ATTORNEYS was and is a Nevada Professional Corporation duly organized and existing under the laws of the State of Nevada.

**II.**

Plaintiff is informed and believes and thereupon alleges that at all times relevant hereto, Defendant ARTURO CONTRERAS is a resident of Kingman, Arizona.

**III.**

Plaintiff is informed and believes and thereupon alleges that at all times relevant hereto, Defendant ARIZONA EMERGENCY MEDICINE SPECIALISTS, P.C. was and is an Arizona corporation, duly organized and existing under the laws of the State of Arizona and doing business in Arizona.

**IV.**

Plaintiff is informed and believes and thereupon alleges that at all times relevant hereto, Defendant AR RESOURCES, INC. was and is an Arizona Corporation, duly organized and existing under the laws of the State of Arizona and doing business in Arizona.

**V.**

Plaintiff is informed and believes and thereupon alleges that at all times relevant hereto, Defendant ACCIDENT LENDING GROUP, LLC d/b/a AccidentLoan.com was and is a Nevada Limited Liability company, duly organized and existing under the laws of the State of Nevada and doing business in Nevada.

**VI.**

Plaintiff is informed and believes and thereupon alleges that at all times relevant hereto, Defendant NEVADA SPINE CLINIC was and is a Nevada company, duly organized and existing under the laws of the State of Nevada and doing business in Nevada.

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**VII.**

Plaintiff is informed and believes and thereupon alleges that at all times relevant hereto, Defendant SMOKE RANCH SURGERY CENTER, LLC was and is a Nevada Limited Liability Company, duly organized and existing under the laws of the State of Nevada and doing business in Nevada.

**VIII.**

Plaintiff is informed and believes and thereupon alleges that at all times relevant hereto, Defendant PBS ANESTHESIA, LLC was and is a Nevada Limited Liability Company, duly organized and existing under the laws of the State of Nevada and doing business in Clark County, Nevada.

**IX.**

Plaintiff is informed and believes and thereupon alleges that at all times relevant hereto, Defendant RAXO DRUGS, INC. was and is a Nevada Corporation, duly organized and existing under the laws of the State of Nevada and doing business in Clark County, Nevada.

**X.**

Plaintiff is informed and believes and thereupon alleges that at all times relevant hereto, Defendant NEVADA ANESTHESIA CONSULTANTS (Ross, Garetto & Habashy) LLP was and is a Nevada Limited Liability Partnership, duly organized and existing under the laws of the State of Nevada and doing business in Clark County, Nevada.

**XI.**

Plaintiff LERNER & ROWE INJURY ATTORNEYS entered into a valid lawyer's contingency retainer agreement with ARTURO CONTRERAS whereby ARTURO CONTRERAS agreed to pay Plaintiff 40% of any award recovered in addition to all costs associated with pursuing his claim for personal injuries against CHESTER DAVID BROWN and LEGACY, INC. and insurance company, IAT Insurance Company.

**XII.**

LERNER & ROWE INJURY ATTORNEYS has recovered personal injury proceeds in the amount of \$70,000.00 on behalf of ARTURO CONTRERAS for his claims against CHESTER DAVID BROWN and LEGACY, INC. and insurance company, IAT Insurance Company.

**XIII.**

LERNER & ROWE INJURY ATTORNEYS is entitled to attorney's fees in the amount of \$28,000.00, which is 40% of the "total recovery" per the retainer contract and is entitled to costs in the amount of \$45,918.63.

**XIV.**

Each of the Defendants herein is owed money and has an existing lien on ARTURO CONTRERAS' settlement for medical services and treatment provided to him from a motor vehicle accident that occurred on 12/10/14 in Mohave County, Arizona.

**XV.**

Each of the Defendants claim some right, entitlement, interest or benefit of the settlement funds based upon an existing lien.

**XVI.**

The amount of the liens for medical treatment and services collectively, exceeds the amount of the settlement funds available.

**XVII.**

LERNER & ROWE INJURY ATTORNEYS cannot safely determine without hazard to itself, to whom the proceeds of the settlement should be paid, and how the proceeds should be divided. As such, it has become necessary to file the Complaint for Interpleader.

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**XVIII.**

LERNER & ROWE INJURY ATTORNEYS has brought this Complaint in good faith and without collusion with any parties hereto. As directed by the Court, LERNER & ROWE INJURY ATTORNEYS will deposit the sum of \$70,000.00 and said proceeds may be held by the Court, or its designee, pending the resolution of the competing claims of the parties herein.

**XIX.**

Plaintiff is entitled to a full and final release of all medical liens in exchange for individual amounts to be determined by the Court.

WHEREFORE, Plaintiff LERNER & ROWE INJURY ATTORNEYS expressly reserving its right to amend its Complaint at the time of the hearing of the action herein to include all Defendants not yet ascertained, prays as follows:

1. That Defendants appear and answer to establish whatever claims they have with respect to the settlement proceeds;

2. That the Court order immediate payment to LERNER & ROWE INJURY ATTORNEYS out of the Interpleader funds the amount of \$28,000.00 for attorney's fees and the sum of \$45,918.63 for its costs based upon its valid lien and pursuant to its statutory priority;

4. That the Court determine which of the parties is entitled to the proceeds of the award and to what extent each party shall rightfully be paid;

5. That the Court award reasonable attorney's fees to the undersigned counsel by reason of necessity of bringing this action;

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7. That the Court afford any further relief as it may deem just and proper.



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